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Attorneys for Plaintiff Faye Guenther

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
AT SPOKANE

FAYE IRENE GUENTHER, an
individual,

Plaintiff,

v.

JOSEPH H. EMMONS, individually,
and OSPREY FIELD CONSULTING
LLC, a limited liability company,

Defendants.

No. 2:22-cv-00272-TOR

**DECLARATION OF JOSEPH
MIZRAHI IN SUPPORT OF
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

DECLARATION OF MIZRAHI ISO MOTION
FOR SUMMARY JUDGMENT
Case No. 2:22-cv-00272-TOR

18 WEST MERCER ST., STE. 400 **BARNARD**
SEATTLE, WASHINGTON 98119 **IGLITZIN &**
TEL 800.238.4231 | FAX 206.378.4132 **LAVITT LLP**

1 I, Joseph Mizrahi, hereby declare and state as follows:

2 1. I am over the age of 18 and make this declaration of my own personal
3 knowledge and am competent to testify as to the matters herein.

4 2. I am currently the Secretary Treasurer of United Food and Commercial
5 Workers (UFCW) Local 3000. I am also a Director on the Seattle Public Schools
6 Board of Directors.

7 3. I became Secretary Treasurer of Local 3000 in or around March 2022,
8 when that Local was formed through the merger of UFCW Locals 21 and 1439.

9 4. Before the merger, I served as Secretary Treasurer of Local 21—a
10 position I held since May 2019. Before becoming Local 21's Secretary Treasurer, I
11 worked for that Local since 2008. Just before I become Secretary Treasurer, I was
12 the Local 21 staff director and before that I had held several positions with the union,
13 including as a political organizer, external organizer, and internal organizer.

14 5. I graduated from the University of San Diego School of Law in 2007
15 with a J.D.

16 6. As Secretary Treasurer of Local 3000—and, before that, of Local 21—
17 I assist the Local Union President. Throughout my tenure as Secretary Treasurer of
18 Locals 21 and 3000, the President of those Locals has been Faye Guenther. Among
19 other things, my responsibilities as Secretary Treasurer include keeping the Local's
20

1 financial records in good order. Those responsibilities include monitoring the
2 Local's financial receipts and outlays.

3 7. In December 2021 and January 2022, I saw a flyer that, among other
4 things, said: "Faye Gunther [sic.] (President of Local 21) helped former 367
5 President Angel Gonzalez cover up his harassment charges and paid him off in
6 exchange for installing her puppet Mike Hines."

7 8. That accusation is false.

8 9. There has never been an expenditure or transaction involving Local 21
9 funds that went to Angel Gonzalez or Local 367 for the purposes of "covering up"
10 whatever sexual harassment charges Mr. Gonzalez may have faced. If there had been
11 such an expenditure or transaction, I would have known about it in my capacity as
12 Secretary Treasurer.

13 10. In fact, there has been no expenditure or transaction involving Local 21
14 funds to Angel Gonzalez or Local 367 for any purpose at all, at least since I became
15 Secretary Treasurer in May 2019. Again, if there had been such an expenditure or
16 transaction, I would have known about it.

17 **Local 21's relationship with Hines**

18
19 11. Mike Hines worked for Local 21 for many years as a Grievance
20 Representative and Negotiator.

1 12. In September or October 2019, he left Local 21 and began working for
2 UFCW Local 367 as the Executive Assistant to its president.

3 13. Before he left, neither Faye Guenther nor I knew he was planning to
4 leave. He had been working for Local 21 as a negotiator and was doing a fine job
5 negotiating labor contracts on behalf of Local 21 members. The leadership of Local
6 21, including both President Guenther and me, did not want to see him leave.

7 14. President Guenther and I learned that Mr. Hines had been recruited by
8 Kate Meckler to move to Local 367. Ms. Meckler is the Regional Director for Region
9 7 of the UFCW International Union (International or IU).

10 15. When we learned that Ms. Meckler had recruited Mr. Hines to leave
11 Local 21 and move to Local 367, President Guenther objected to her doing so
12 because it interfered with Local 21's ability to run its own affairs and violated the
13 norms of how the IU typically interacts with locals, which is to respect their
14 autonomy.

15 **Local 21's relationship with Gonzalez**

16
17 16. Angel Gonzalez became President of Local 367 in the summer of 2020
18 as a result of a trusteeship.

19 17. Throughout his time as Local 367 President, Mr. Gonzalez was difficult
20 to work with. He had a short temper, took things unnecessarily personally, and often

1 made irrational decisions out of spite rather than out of what was in the best interest
2 of the members.

3 18. For example, during joint bargaining sessions, he often played loud
4 videos on his phone during caucuses when our bargaining committee needed the
5 time to concentrate, deliberate, and develop effective proposals and
6 counterproposals. I also saw Mr. Gonzalez storm out of multiple meetings out of a
7 feeling that he had been disrespected. This is just one of many examples of his
8 unprofessional behavior.

9 19. On or around August 4, 2021, I learned that Angel Gonzalez had
10 resigned. In the week before that official announcement, I had heard some rumors
11 that Mr. Gonzalez may have resigned but I had no confirmation of whether those
12 rumors were true.

13 20. Even the rumors did not speculate on the reason why Mr. Gonzalez may
14 have resigned and, as of August 2021, I had no idea why he did resign.

15 21. I was not aware until the December 2021 and January 2022 flyers that
16 Mr. Gonzalez may have faced sexual harassment charges or accusations.

17 **Merger between Local 21 and 1439**
18

19 22. Local 21 began exploring the possibility of a merger with Local 1439
20 in the fall of 2021.

1 23. As part of those informal discussions, I attended a meeting on or around
2 October 27, 2021, with President Guenther and Eric Renner, the then-president of
3 Local 1439.

4 24. By letter dated October 28, 2021, Locals 21 and 1439 then sought
5 permission from the IU to conduct formal merger discussions.

6 25. At that point, as far as I know, the only people who knew of the
7 possibility of a merger between Local 21 and 1439 were a small circle of trusted
8 leaders within the two local unions and the few leaders at the IU who needed to
9 know.

10 26. By letter dated December 2, 2021, Marc Perrone, the President of the
11 IU, granted the two locals permission to enter into formal merger discussions. We
12 did so using the IU's "merger kit"—a series of standard documents and agreements
13 the IU provides to local unions seeking to merge.

14 27. On December 14, 2021, Local 21 had its regular monthly Executive
15 Board meeting, which Local 21's Executive Board and local officers attended.
16 During that meeting, we had an Executive Session devoted to the topic of merging
17 with Local 1439.

18 28. During the Executive Session, I reviewed the proposed merger
19 agreement and fielded questions from the Board.
20

1 29. Following the Executive Session, the Board voted to recommend the
2 merger for approval to the membership.

3 30. By letter dated and mailed January 6, 2022, Local 21 provided formal
4 notice to its membership of the upcoming merger vote. In that mailing, Local 21 did
5 not advocate a position with respect to the merger but simply provided the required
6 notice.

7 31. Local 21 convened a series of membership meetings in February
8 2022—on February 9–12—at which the members in attendance voted on the
9 question whether to merge with Local 1439.

10 32. Neither Local 21 nor President Guenther engaged in public advocacy
11 before those meetings regarding the merger question.

12 33. For example, neither Local 21 nor President Guenther engaged in mass
13 mailings, emails, or texts, nor did Local 21 or President Guenther post about the
14 merger on the Local 21 website, Facebook page, X (nee Twitter) account, or other
15 social media.

16 34. We did not do so because Local 21 believes in member-led unions,
17 where member-to-member communication builds our strength.

18 35. Ultimately, approximately 208 Local 21 members voted on the merger
19 question, and the members approved it by a vote of 207 to 11.
20

Effect of defamatory flyer on President Guenther

36. I have worked closely with President Guenther for over fifteen years. During that time, I have gotten to know her well.

37. In my opinion, the defamatory flyers that were circulated in December 2021 and January 2022 have had a serious, harmful effect on her.

38. President Guenther has always been a fierce advocate for working people, and she very much remains so.

39. She has also been a fierce opponent of sexual harassment of all kinds, and I know she remains committed to stamping out sexual harassment both at UFCW workplaces and within the UFCW union family.

40. That said, the effort that President Guenther has had to devote to salvaging her reputation within the UFCW family has taken its toll.

41. That effort has mostly been directed at salvaging her reputation with other UFCW leaders, both local leaders and within the International.

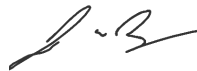
42. For example, under the traditions of UFCW, any other President of a comparably sized local union would inevitably have been appointed to an International Vice President (IVP) position at the IU years earlier. For example, both of President Guenther's predecessors as Local 21 President, Todd Crosby and Dave Schmitz, were IVPs. As the largest UFCW local union in the country, any other result would have been shocking. That appointment would carry with it financial

1 benefits (a stipend around \$20,000 per year), as well as prestige—the ability to
2 influence IU decisions more directly.

3 43. I have also seen first hand the personal effects the defamatory flyers has
4 had upon her. She no longer feels safe in certain IU meetings. She rarely travels by
5 herself any more—something she used to do, before the flyers, quite often. She has
6 taken off extended periods of time from work to address the stress from the
7 defamatory flyer and its consequences. She has moved her personal residence—at
8 significant cost—to guard her privacy yet further. She maintains a lower online
9 profile than she used to. She has insisted on additional security for the union office.
10 All of this, in my experience, is directly attributed to the flyer that Mr. Emmons
11 circulated and the one that Mr. Selvaggio mailed.

12 I declare under penalty of perjury under the laws of the United States that the
13 foregoing is true and correct.

14
15 Executed on this 16th day of September, 2024.

16 

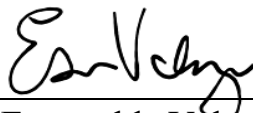
17 _____
18 Joseph (Joe) Mizrahi

DECLARATION OF SERVICE

I hereby certify that on the date noted below, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to those attorneys of record registered on the CM/ECF system.

PARTY/COUNSEL	DELIVERY INSTRUCTIONS
Ambika Kumar Sara A. Fairchild Davis Wright Tremaine LLP 920 Fifth Ave., Ste. 3300 Seattle, WA 98104 ambikakumar@dwt.com sarafairchild@dwt.com	<input type="checkbox"/> Hand Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> E-Service
John A. DiLorenzo Davis Wright Tremaine LLP 560 SW 10th Ave., Ste. 700 Portland, OR 97205 johndilorenzo@dwt.com	<input type="checkbox"/> Hand Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> E-Service

DATED this 27th day of September, 2024 at Seattle, Washington.

By: 
Esmeralda Valenzuela, Paralegal

DECLARATION OF SERVICE
Case No. 2:22-cv-00272-TOR

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